



ADDENDUM

One Technology Way
Denver, Colorado 80237

Customer City of Lincoln A/B #2087230
Address 555 South 10th Street
Lincoln, NE 68508-2221

This Addendum amends the Software License Agreement, ("Agreement") dated August 2, 1995, by and between J.D. Edwards ("J.D. Edwards" shall have the meaning set forth in such Agreement) and Customer in consideration of their mutual promises and subject to its Terms and Conditions as follows:

"**ARTICLE V., General, Affiliates and Form**, is hereby amended by the addition of the following:

Affiliate(s) shall also include Lancaster County, Nebraska.; provided, however, that (i) County of Lancaster has co-signed this Agreement in the form of an Affiliate Amendment attached hereto as Exhibit A and (ii) County of Lancaster has a significant nexus with the business of Customer."

THIS ADDENDUM, INCLUDING THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR OR CONCURRENT PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS ADDENDUM. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the terms and conditions of this Addendum and those contained within the Agreement, the terms and conditions of this Addendum shall prevail. All other terms and conditions remain unchanged and are ratified hereby. THIS ADDENDUM SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CUSTOMER AND ACCEPTED AND EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF J.D. EDWARDS.

By execution, signer certifies that signer is authorized to accept and execute this Agreement on behalf of J.D. Edwards. Accepted by J.D. Edwards and effective as of AUG 28 2003

By execution, signer certifies that signer is authorized to execute this Agreement on behalf of Customer.

J.D. EDWARDS

By


(Authorized Signature)

(Print or Type Name)

SNR VP AMERICAN
(Title)

CUSTOMER

By


(Authorized Signature)

(Print or Type Name)

(Title)

**AFFILIATE AMENDMENT**

Customer **City of Lincoln** **A/B #2087230**
Address **555 South 10th Street, Lincoln, NE 68598-2221**

Affiliate **County of Lancaster**
Address **555 South 10th Street, Lincoln, NE 68508**

Whereas Customer and J.D. Edwards ("J.D. Edwards" shall have the meaning set forth in the Agreement) are parties to that certain Software License Agreement Agreement, including its amendments, dated August 2, 1995 ("Agreement");

Whereas Customer and Affiliate, a **government entity**, have asked J.D. Edwards to agree to admit Affiliate to the Agreement as an additional party thereto, to be regarded as an "Affiliate" under the terms of the Agreement; and

Whereas J.D. Edwards agrees to the request on the terms and conditions of this Affiliate Amendment and the Agreement;

Now, therefore, in consideration of these premises and the mutual promises and covenants contained herein, J.D. Edwards, Customer, and Affiliate do hereby agree as follows:

Affiliate has read and understood the Agreement and hereby agrees that it is and shall be an "Affiliate" as defined in the Agreement and that it is and shall be bound by each and every term and condition of the Agreement, including without limit each Amendment thereto which may have been made or may be made by Customer, even if Customer has not given Affiliate notice of such Amendments.

J.D. Edwards and Customer accept Affiliate's foregoing agreement and further agree that Affiliate shall be an "Affiliate" as defined in the Agreement. Customer agrees that it is Customer's duty to give Affiliate notice of any amendments to the Agreement.

The parties agree that Lancaster County is entering into this agreement for the purpose of obtaining access and support of J.D. Edwards One World Software. Should the specific services outlined herein no longer be provided under One World Software the County may terminate this agreement upon giving sixty (60) days notice of termination. The parties agree that the County shall be free from any obligations, penalties or damages as a result of termination of this agreement.

This Amendment, including the Agreement of which it is a part, is a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to its subject matter. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between this Amendment and the Agreement, this Amendment shall prevail. This Amendment shall not be effective until executed by Customer and accepted by an authorized representative of J.D. Edwards.

Accepted by J.D. Edwards World
Solutions Company and effective
as of AUG 28 2003.

J.D.EDWARDS

By


(Authorized Signature)

(Print or Type Name)

JNR VP AMERICAS
(Title)

By execution, signer certifies that
signer is authorized to execute
this Amendment on behalf of
Customer.

CUSTOMER

By

(Authorized Signature)

(Print or Type Name)

(Title)

By execution, signer certifies that
signer is authorized to execute
this Amendment on behalf of
Affiliate

AFFILIATE

By


(Authorized Signature) 9/16/2003

Bernie Heley
(Print or Type Name)

Chair, Lancaster Co. Board
(Title)

Memorandum of Understanding

Whereas, the City of Lincoln Nebraska, City and Lancaster County Nebraska have entered into an Interlocal agreement for a jointly operated Information Services Division and to provide a budget, cost distribution and billing system for city-county information services utilizing the Information Services Revolving Fund.

Whereas, the City has previously entered into a software services agreement with JD Edwards and the County now desires to become an affiliate and utilize software services from the same company.

Whereas, the City and County have executed and approved the attached affiliate agreement and addendum to the original agreement to allow the County to be included as an affiliate and obtain the desired software and services from JD Edwards under the Original agreement.

Now therefore, pursuant to the provisions of paragraph VII (B) of the Information Services Interlocal agreement providing for cost distribution subject to approval of the Mayor and Board of County Commissioners and paragraph VII (C) allowing the Information Services division to complete billings in accordance with the cost distribution, the Mayor and Board of County Commissioners do hereby approve the following cost distribution and billings related to the JD Edwards software services:

1. Maintenance costs due to JD Edwards will be shared in the following manner;
 - a. Maintenance due to JD Edwards in the years 2004, 2005, 2006, 2007, 2008 will be paid:
 - i. 66 2/3% by Lancaster County and
 - ii. 33 1/3% by City Of Lincoln.
 - b. Maintenance due to JD Edwards in the Year 2009 and all following years will be paid
 - i. 33 1/3% by Lancaster County and
 - ii. 66 2/3% by City Of Lincoln.
 - c. In the event that either the City or the County no longer use JD Edwards software—100% of maintenance charges will be paid by the entity who continues to use the software.
 - d. Increases to annual maintenance charges will be shared per cost splitting above.
 - e. Increases to annual maintenance charges due to additional concurrent users will be applied directly to either the City or County, whomever increases the concurrent user number.
 - f. Concurrent Users will be divided in the following manner;
 - i. Currently the City has a limit of 83 concurrent users.
 - ii. In this arrangement between the City and County the County shall have 15 concurrent users allocated to One World Software and the City will retain 68 concurrent users on World Software.

The parties agree that the compensation outlined above for maintenance includes the cost for fifteen (15) concurrent users allocated to the One World Software. The parties further agree that Lancaster County is entering into this agreement for the purpose of obtaining access and support of J.D. Edwards One World Software. Should the specific services outlined herein no longer be provided under One World Software the County may terminate this agreement upon giving sixty (60) days notice of termination. The parties agree that the County shall be free from any and all further obligations, penalties or damages as a result of termination of this agreement.

- iii. The City may elect to provide additional concurrent licenses to the County at a cost to be determined at that time.
- iv. The County may obtain additional concurrent licenses from either the City or directly from JD Edwards as needed.
- v. The City will need to purchase additional concurrent users (above 68) directly from JD Edwards.

2. It is the intent of this agreement for both the City and County to benefit, and the cost distribution is intentionally front loaded for the County to assist in recovering some of the initial implementation costs incurred by the City.

Signed and Approved this ____ day of ____ 2003

By:

Mayor

Attest:

City Clerk

Attest;

Patricia Owen
County Clerk

Deb Schorr
County Board Member

9/16/2003

Bernie Kern
County Board Member

9/16/2003

Bob Workman
County Board Member

9/16/2003

Samuel H. H. H.
County Board Member

9/16/2003

Ray Stevens was absent
County Board Member

CITY OF LINCOLN

Request for: ☐ Ordinance
☒ Resolution

(Do Not Write in this Space)

Bill Control No. 03R-270 Date: 9/19

Docketing Date 9/29/03 PH: 10-6-03

(To Be Entered by City Clerk)

DATE
September 17, 2003

REQUEST MADE BY
Doug Thomas

DEPARTMENT
Finance/Information Services

DESIRED DOCKET DATE: 9/29/03

IF EMERGENCY, GIVE REASON (See Art. 5, Sec. 2 of Charter)

Emergency Measure Required:

☐ Yes ☒ No

REASONS OR JUSTIFICATION FOR PROPOSED LEGISLATION

To Amend Resolution No. A-76920, the software license agreement between the City and J.D. Edwards Co. with an Addendum to include Lancaster County and the Affiliate Amendment that binds Lancaster County to the original agreement with the City as an Affiliate.

Also, a Memo of Understanding between the City of Lincoln and Lancaster County to detail cost distributions between the City and County.

REQUESTOR

☐ DOES ☒ DOES NOT

WISH TO REVIEW AND APPROVE THIS
ORDINANCE PRIOR TO ITS INTRODUCTION

DIRECTOR'S SIGNATURE

DATE

TO BE USED BY THE FINANCE DEPARTMENT

BUDGET
REVIEW

DATE: 9/17/03

ACCOUNT NUMBER
AND APPROPRIATE
BALANCES

DATE:

FUND AVAILABILITY
APPROVED

DATE:

DIRECTOR OF FINANCE SIGNATURE

DISTRIBUTION

Return two (2) copies to City Clerk for Docket Number